

18. Award RFP-4206-03/GMG – Concession Services Agreement for Seminole County Softball Complex, to Timothy and Pamela Grubbs, Apopka (15% commissions of gross receipts).

RFP-4206-03/GMG will provide for concession services for the Seminole County Softball Complex.

This project was publicly advertised and the County received two (2) submittals in response to the solicitation. The Evaluation Committee, which consisted of Joe Gasparini, Parks and Recreation Division Manager; Meloney Lung, Support Services Division Manager and Angi Thompson, Principal Analyst/Support Services, evaluated the submittals. The evaluation was based on the following best value criteria:

Technical Plan

- Understanding of the Scope of Services and proposed approach.
- Qualifications of the firm to provide required services, response time.
- Availability of equipment, and demonstrated experience to provide high quality food service efficiently.
- Selection – Variety of items, guaranteed fresh, local service/local company
- Menu Schedule.

Price Proposal

- Expected financial return to Seminole County Government.
- Ability to provide reasonable prices to the customer.

Past Performance

- Performance on prior contracts with similar scope

The Evaluation Committee recommends award of the contract to the most responsive, responsible and best value Proposer, Timothy and Pamela Grubbs PT, Apopka. The Contractor shall pay to the County a commission of 15% of gross receipts. Commissions will be paid on a monthly basis for the term of the agreement which will be in effect for a period of three (3) years with two (2) additional renewable periods of two (2) years each.

Administrative Services/Support Services, Library & Leisure Services/Parks & Recreation and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the County Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the RFP documents.

The account numbers for this project will vary depending of the type of project and the Department originating the request. Public Works/Engineering, Administrative Services, County Attorney's Office and Fiscal Services/Purchasing and Contracts recommend that the Board to approve the project and authorize the Chairman to execute the Agreement as prepared by the County Attorney's Office.

**B.C.C. - SEMINOLE COUNTY, FL
IFB TABULATION SHEET - REVISED**

BID NUMBER: RFP-4206-03/GMG

BID TITLE: Concession Services Agreement for Seminole County Softball Complex

OPENING DATE: January 7, 2004 at 2:00 P.M.

ALL BIDS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE BIDDERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. BID DOCUMENTS FROM THE VENDORS LISTED HEREIN ARE THE ONLY BIDS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER BID DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PAGE: 1 of 1

ITEM DESCRIPTION	Response 1	Response 2	
	Fred's Franks 1118 Seafarer Lane Winter Springs, Florida 32708-6200 (407) 699-5359 – Phone (407) 696-5503 – Fax Fred J. Mannara	Timothy & Pamela Grubbs PT 1080 Welch Hill Cr. Apopka, Florida (407) 929-8853 – Phone (407) 875-8262 – Fax Timothy & Pamela Grubbs	
% OF COMMISSIONS OF GROSS RECEIPTS	16%	15%	
Menu Schedule with Prices	Yes	Yes	
Compliance with Public Records Law	Yes	Yes	
Bidder's Certification	Yes	Yes	
Conflict of Interest Statement	Yes	Yes	
Acknowledgement of Addenda (2 of 2)	Yes	Yes	

Posted: 1/14/04 Recommendation of Award for BCC 2/10/03 Timothy & Pamela Grubbs Posted - 1/16/04

:

Note Award will be based on the Evaluation Criteria of the project as follows:

Technical Plan

- Understanding of the Scope of Services and proposed approach.
- Qualifications of the firm to provide required services, response time.
- Availability of equipment, and demonstrated experience to provide high quality food service efficiently.
- Selection – Variety of items, guaranteed fresh, local service/local company.

Price Proposal

- Expected financial return to Seminole County Government
- Ability to provide reasonable prices to the customer

Menu Schedule

Past Performance

- Performance on prior contracts with similar scope

RFP-4206-03/GMG

Ranking of Proposals

CRITICAL EVALUATION CRITERIA

Timothy & Pamela Grubbs PT

Evaluation Member	Technical Plan	Price Proposal	Past Performance	OVERALL RANKING
Meloney Lung	HA	A	HA	A
Joe Gasparini	A	A	HA	A
Angi Thompson	HA	A	A	A

Comments: -

Very professional attitude; courteous, reliable

Fred's Franks

Evaluation Member	Technical Plan	Price Proposal	Past Performance	OVERALL RANKING
Meloney Lung	M	A	U	M
Joe Gasparini	M	A	U	M
Angi Thompson	M	A	U	M

Comments:

Description: Highly Acceptable – Acceptable – Marginal – Unsatisfactory

Recommendation of Award: Timothy & Pamela Grubbs

BCC for Award: February 10, 2004

CONCESSION OPERATIONS AGREEMENT (RFP-4206-03/GMG)
SEMINOLE COUNTY SOFTBALL COMPLEX

THIS AGREEMENT is made and entered into this ____ day of _____, 20__, by and between **TIMOTHY J. AND PAMELA M. GRUBBS**, whose address is 1080 Welch Circle, Apopka, Florida 32712, hereinafter referred to as "CONCESSIONAIRES," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

W I T N E S S E T H:

WHEREAS, the COUNTY owns and operates the Seminole County Softball Complex located at 264 W. North Street, Altamonte Springs, Florida 32714; and

WHEREAS, the COUNTY desires to make food and beverages available to the users and patrons of the Seminole County Softball Complex according to the terms of this Agreement; and

WHEREAS, the CONCESSIONAIRES are competent to provide services under the terms of this Agreement including the preparation and sale of food and beverage products.

NOW, THEREFORE, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, COUNTY and CONCESSIONAIRES agree as follows:

SECTION 1. PURPOSE. The purpose of this Agreement is to set forth the terms and conditions under which the CONCESSIONAIRES shall provide for the sale of food and beverage items at the Seminole County Softball Complex.

SECTION 2. TERM. The term of this Agreement shall commence on January 23, 2004, notwithstanding the date of signature by the parties and shall be in effect for a period of three (3) years. At the sole option of the COUNTY, this Agreement may be renewed for two (2) additional periods of two (2) years. The COUNTY shall exercise its option to renew not later than thirty (30) calendar days proceeding the expiration date of this Agreement or subsequent renewal period.

SECTION 3. COMMISSION ON NET SALES.

(a) The CONCESSIONAIRES shall pay to the COUNTY a commission of fifteen percent (15%) of gross sales for all non-vending food and beverage sales, excluding customer paid sales tax, for the entire term of this Agreement.

(b) Commission not paid by the due date shall bear interest at the rate of one and one-half percent (1½%) per month from the date due until paid.

(c) All commissions due the COUNTY under this Agreement shall be paid monthly to the COUNTY on or before the 15th day of the calendar month succeeding the month for which the payment is applicable.

(d) In computing the commission due the COUNTY, the first monthly accounting period shall commence on the date the CONCESSIONAIRES open for business and shall end at the close of business on the last day of the same calendar month.

SECTION 4. CONCESSION RIGHTS.

(a) Subject to the terms and conditions of this Agreement, the COUNTY grants CONCESSIONAIRES an exclusive right to provide cafeteria/snack bar services. Those exclusive rights are limited to the lo-

cations, facilities, and identified on Attachment "A," Scope of Services which is incorporated by reference.

(b) COUNTY reserves the right for its patrons and employees to provide, prepare, and store food and beverages for their own use and consumption.

SECTION 5. MENU AND PRICING.

(a) The prices of each Concession Product, which includes cafeteria and snack bar menu items, are subject to the COUNTY's approval. The pricing of each item is to remain firm for the first year of this Agreement. Increases may be requested after the first year of this Agreement. The request must be submitted in writing to the Purchasing and Contracts office and must be approved by the Support Services Manager. The request must be submitted within sixty (60) days prior to the anniversary date of this Agreement.

(b) In the event that the COUNTY exercises its option to renew this Agreement, the CONCESSIONAIRES shall update the Concession Product menu and prices to accurately reflect what is provided by the CONCESSIONAIRES.

(c) Concession Products shall be high quality in terms of food content and preparation. Samples of Concession Products shall be submitted to the County prior to sale for approval.

(d) CONCESSIONAIRES shall maintain adequate inventory levels of all vending items to meet patron demand.

SECTION 6. CONCESSIONAIRES RESPONSIBILITIES.

(a) CONCESSIONAIRES shall be responsible for obtaining all necessary permits and licenses.

(b) CONCESSIONAIRES shall be responsible for compliance with all requirements of Federal, State and local laws, rules, and regulations related to the operating and sale of and vending items.

(c) CONCESSIONAIRES are responsible to assure that all equipment, mobile units, and storage units including their drive units and compressors shall not generate offensive noise levels and shall be neat and clean on the interior and exterior at all times. Offensive noises and cleanliness requirements are determined by the Support Services Manager.

(d) CONCESSIONAIRES shall be responsible for all damage to its equipment when the damage is caused by fire, flood, lighting or any cause beyond the control of the COUNTY.

(e) CONCESSIONAIRES shall prepare and affix signage, as approved by the Support Services Manager displaying the cafeteria and snack bar menus and vending items and pricing in plain view of patrons.

(f) CONCESSIONAIRES shall assure adequate staffing of all facilities with sufficient, suitable personnel and the personnel shall be the sole responsibility of the CONCESSIONAIRES.

(g) CONCESSIONAIRES shall assure that all personnel assigned to COUNTY facilities shall be courteous and properly attired at all times. CONCESSIONAIRES shall provide uniforms for its employees including, at a minimum, a shirt or blouse with nametag identification.

(h) CONCESSIONAIRES shall properly maintain all Concession areas to present a neat, clean and attractive appearance to the COUNTY and its patrons. CONCESSIONAIRES shall perform janitorial and maintenance.

nance services required to comply with terms of this Agreement and as may be directed by the Support Services Manager, at CONCESSIONAIRES' sole cost. All concession areas along with identified storage areas shall be maintained by CONCESSIONAIRES including all inside space, walls, ceiling and floors.

(i) CONCESSIONAIRES shall provide at its sole cost, paper products, including napkins, and straws, necessary to support the concession operation.

(j) CONCESSIONAIRES shall provide all necessary food service and fixtures to support its concessions under the terms of this Agreement. Equipment and fixtures shall be adequate to respond to patron demand efficiently. The COUNTY shall provide no food service or storage equipment.

(k) CONCESSIONAIRES will be responsible for all equipment maintenance and repair, at his/her expense, as follows:

(1) Cleaning and polishing of the equipment so that the equipment is clean and presentable at all times.

(2) Routine maintenance - all equipment to be checked periodically and a record of service calls maintained and made available upon request.

(3) Compliance with Florida Statutes, Section 212.0515(3)(a)(1991) which requires a particular notice to be affixed to all vending machines is required.

(1) CONCESSIONAIRES shall participate in all aspects of the COUNTY's recycling program including source separation of waste and

recyclables. CONCESSIONAIRES shall coordinate its recycling efforts with the COUNTY's Recycling Coordinator.

(m) CONCESSIONAIRES shall provide prompt, efficient and courteous service.

(n) The public's right of use and enjoyment of County facilities shall not be infringed upon by any activity of CONCESSIONAIRES.

(o) CONCESSIONAIRES agree to observe and comply with all rules and regulations adopted by the COUNTY with respect to use of County facilities.

(p) CONCESSIONAIRES shall employ sufficient, suitable personnel and such employees shall be the sole responsibility of CONCESSIONAIRES. Employees shall, at all times, reflect personal cleanliness.

(q) CONCESSIONAIRES shall obtain all licenses and permits as required by the state and local authorities and shall comply with all health, sanitary and other regulations and laws.

(r) CONCESSIONAIRES agree to use recycled paper products whenever possible.

(s) CONCESSIONAIRES shall maintain all assigned areas in a clean, sanitary condition consistent with all pertinent health and sanitary codes and authorized health authorities.

(t) CONCESSIONAIRES shall maintain a high quality of food and beverage and the COUNTY reserves the right to determine whether a particular product complies with the above standards.

SECTION 7. COUNTY RESPONSIBILITIES.

(a) The COUNTY shall provide trash dumpsters at the Seminole County Softball Complex and the CONCESSIONAIRES may utilize the dumpsters for disposal of trash generated at those dumpsters.

(b) The COUNTY shall maintain and repair the Seminole County Softball Complex structures designated for the CONCESSIONAIRES' use, including painting, maintenance of water, sewer and electrical lines up to the point of connection with concession equipment and lighting fixtures. The COUNTY shall be responsible for lighting fixtures attached to its building. The CONCESSIONAIRES shall indemnify the COUNTY and be solely responsible for damages and repairs to COUNTY buildings and facilities caused by CONCESSIONAIRES or their employees and agents.

SECTION 8. OWNERSHIP OF EQUIPMENT. Any permanent fixture installed by the CONCESSIONAIRES on COUNTY property pursuant to performance of this Agreement shall, upon termination of the Agreement, become the property of the COUNTY.

SECTION 9. REMOVAL OF CONCESSIONAIRES' PERSONNEL. The CONCESSIONAIRES agree, upon written direction by COUNTY setting forth just cause, to remove from service at COUNTY facilities, any of its employees who are responsible for improper conduct under this Agreement or who are unable or unqualified to perform their assigned duties as determined by COUNTY. CONCESSIONAIRES shall provide a replacement person, acceptable to COUNTY, for the reassigned employee.

SECTION 10. POWERS RESERVED BY COUNTY. The COUNTY reserves, but is not limited to, the following powers:

(a) Final determination of the quality and retail prices of all cafeteria and snack bar items.

(b) Final determination of all cafeteria and snack bar items.

(c) Final determination of the design, layout and location of all physical improvements for the Concession activities and any future changes or modifications.

(d) CONCESSIONAIRES will be required to service softball league play at Seminole Softball and Complex (Spring, Summer, Fall and Winter leagues). A schedule of games will be provided to the CONCESSIONAIRES by the Parks & Recreation Division throughout the Quarterly Concession Calendar. The concession stand will be open for business thirty (30) minutes prior to starting game times, 6:30 p.m., and will stay open until the last game finishes or 10:00 p.m., whichever comes first. When scheduled to service an event, the Concession stand will be open thirty (30) minutes prior to the start of the event.

(f) The power to terminate this Agreement for acts of default by the CONCESSIONAIRES in accordance with Section 14 of this Agreement.

SECTION 11. FINANCIAL REPORTING AND ACCOUNTABILITY. The CONCESSIONAIRES shall maintain at all times accurate computerized accounting records on the operation of this concession. The form and substance of the accounting system shall be subject to the determination of the Support Services Manager and shall include, but not be limited to, the following:

(a) Complete separation of financial records for this Concession operation from those of any other of the CONCESSIONAIRES' enterprises or business activities at other than COUNTY locations.

(b) A complete financial system which conforms to generally accepted accounting principles and practices and includes annual line item budgeting for expenditure and revenue accounting, accounts segregating, and identifying assets, liabilities, and net worth.

(c) Documentation supporting all entries into the financial accounting system to include all expenditure invoices, payroll summaries and copies of payroll tax returns, revenue and bank deposit receipts, bank statements, and all other such related documentation, copies of which are to be submitted monthly.

(d) Complete inventories of Concession equipment and other capital assets and expendable and consumable supplies maintained continuously at the Softball Complex.

(e) Complete inventory control records before and after each day's activities and an actual cash count of each day's sales receipts.

(f) Any other specific accounting information related to the Concessions operations, which is determined by the COUNTY to be meaningful and necessary.

(g) CONCESSIONAIRES shall maintain, at its principal place of business, for a period of not less than five (5) years documentation for transactions relating to the computation of Gross Revenue and Net Sales. The COUNTY shall have the authority to make copies of all record for the purpose of verifying the accuracy of the CONCESSIONAIRES'

financial obligations and payment to the COUNTY. It shall be the responsibility of the CONCESSIONAIRES to provide all information reasonably necessary for the audit at no expense to the COUNTY.

(h) Unless notice of dissatisfaction shall be served by the COUNTY the CONCESSIONAIRES within three (3) years after the receipt of any statement submitted by the CONCESSIONAIRES as herein provided, such statement shall be deemed final and binding upon the parties.

(i) All accounting records, documents, books, inventories, and other such related information shall be made available for COUNTY inspection at any time during the term of this Agreement. In addition to the right of inspection, the COUNTY shall have the right at any time to conduct a full audit of the CONCESSIONAIRES' records for any Accounting Year or Accounting Period, including a certified audit by an independent accounting firm, on the financial records and business activities of the CONCESSIONAIRES relative to performance of this Agreement. The County is responsible to pay for all audits conducted by the COUNTY or by the COUNTY's independent accounting firm. However, the CONCESSIONAIRES shall submit to COUNTY a copy of its annual certified audit performed by CONCESSIONAIRES' accounting firm.

(j) The CONCESSIONAIRES shall provide a financial operating statement by the fifteenth (15th) day of each month which details, on an accrual basis, all Gross Revenues, direct operating costs, and net profit resulting from the concessions operations for the preceding month. The CONCESSIONAIRES shall provide other financial reports on the Concessions operation as are determined necessary and appropriate by the COUNTY, including day by day statements including all payroll,

product inventory in and out, and receipts, which shall be accomplished daily. The CONCESSIONAIRES shall provide a monthly report with each payment request and a copy of its annual certified audit performed by CONCESSIONAIRES' accounting firm.

SECTION 12. INDEMNIFICATION. The CONCESSIONAIRES agree to indemnify and hold harmless the COUNTY, its officers, agents, and employees, from and against any and all liability, claims, demands, damages, fines, fees, expenses, penalties, suits, proceedings, actions and cost of actions, including attorney's fees for trial and on appeal, of any kind and nature arising or growing out of or in any way connected with the performance of this Agreement whether by act or omission of the CONCESSIONAIRES, their agents, servants, employees or other, or because of or due to the mere existence of this Agreement between the parties

SECTION 13. INSURANCE.

(a) General. The CONCESSIONAIRES shall at the CONCESSIONAIRES' own cost, procure the insurance required under this Section.

(1) The CONCESSIONAIRES shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, Property Insurance, and Business Auto Liability). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage.

Until such time as the insurance is no longer required to be maintained by the CONCESSIONAIRES, the CONCESSIONAIRES shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONCESSIONAIRES shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. **The Certificate shall have this Agreement number clearly marked on its face.**

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONCESSIONAIRES shall, within thirty (30) days after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY or failure to disapprove the insurance furnished by CONCESSIONAIRES shall relieve the CONCESSIONAIRES of the CONCESSIONAIRES' full responsibility for performance of any obligation including CONCESSIONAIRES' indemnification of COUNTY under this Agreement.

(b) Insurance Company Requirements. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes. .

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONCESSIONAIRES shall, as soon as the CONCESSIONAIRES have knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance company meeting the requirements of this Agreement. Until such time as the CONCESSIONAIRES have replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONCESSIONAIRES shall be deemed to be in default of this Agreement.

(c) Specifications. Without limiting any of the other obligations or liability of the CONCESSIONAIRES, the CONCESSIONAIRES shall, at the CONCESSIONAIRES' sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this Section. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONCESSIONAIRES and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) CONCESSIONAIRES' insurance shall cover the CONCESSIONAIRES for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONCESSIONAIRES will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONCESSIONAIRES and their subcontractors are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum

limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONCESSIONAIRES' insurance shall cover the CONCESSIONAIRES for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONCESSIONAIRES (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

LIMITS

General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Products/Completed	\$300,000.00
Each Occurrence Limit	\$500,000.00

(3) Property Insurance. CONCESSIONAIRES' insurance shall provide property insurance covering real property as follows:

(A) Special Form - Coverage is to be no more restrictive than that afforded by the latest editions of Insurance Services Office Forms CP 00 10, and CP 10 30.

(B) Amount of Insurance shall be one hundred percent (100%) of the insurable replacement cost value of the building and structures inclusive of improvements or betterments.

(C) Maximum Deductible - FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) each claim.

(D) Named Insured - The Board of County Commissioners of Seminole County, Florida must be included as a named insured.

(E) Flood Insurance - When building or structures are located within an identified special flood hazard area, flood insurance must be afforded for the lesser of the total insurable value of such buildings or structures, or the maximum amount of flood insurance coverage available under the National Flood Program.

(4) Business Auto Policy.

(A) The CONCESSIONAIRES' insurance shall cover the CONCESSIONAIRES for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONCESSIONAIRES (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is sub-

ject to an aggregate, the CONCESSIONAIRES shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONCESSIONAIRES shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

<u>LIMITS</u>	
Each Occurrence Bodily	\$300,000.00
Injury and Property Damage	
Liability Combined	

(d) Coverage. The insurance provided by CONCESSIONAIRES pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONCESSIONAIRES.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

(f) Obligations. Compliance with the foregoing insurance requirements shall not relieve the CONCESSIONAIRES, their employees or

agents of liability from any obligation under a Section or any other portions of this Agreement.

SECTION 14. TERMINATION OF AGREEMENT FOR BREACH.

(a) Material Breach: Any actions by CONCESSIONAIRES or any failure by CONCESSIONAIRES to perform any obligation hereunder which directly impairs or interferes with the cleanliness, safety, or favorable public image or reputation of the COUNTY shall be a material breach and shall entitle the COUNTY to terminate this Agreement and all rights arising hereunder upon fifteen (15) days written notice; provided that nothing herein shall preclude the COUNTY or its agents from taking any immediate necessary action to remedy dangerous or unsafe conditions, regardless of the impact upon the CONCESSIONAIRES. The parties agree that the COUNTY shall retain the right, through its Support Services Manager to determine whether any action or failure of CONCESSIONAIRES constitutes a material breach hereunder, any such determination shall be conclusive and shall be binding upon the parties hereto for the purpose of terminating the Agreement in accordance with the foregoing.

(b) Loss of Essential Licenses - Extraordinary Breach. The parties agree that the loss by CONCESSIONAIRES of any license or permit necessary to legal performance of its duties and obligations hereunder shall constitute an extraordinary breach of this Agreement and shall be grounds for immediate termination by the COUNTY. This provision shall apply specifically, but not exclusively, to the licenses or permits issued by the State of Florida. This subsection shall apply irrespective of the reason for loss or revocation of any necessary license permit.

(c) Unsatisfactory Performance. The parties agree that the COUNTY shall retain the right to demand performance which is in all ways satisfactory to it and the Support Services Manager shall retain the exclusive right to determine whether performance is or is not satisfactory. In the event CONCESSIONAIRES' performance hereunder is deemed unsatisfactory, the COUNTY shall have the right to terminate this Agreement and all rights and obligations hereunder. Upon delivery of fifteen (15) day's written notice to the CONCESSIONAIRES, notice of termination under this subsection shall provide such additional time for termination, discontinuance of operations, and vacation of facilities as deemed appropriate by the Director.

(d) Insolvency. The parties agree that the COUNTY shall have the right to immediately terminate this Agreement if CONCESSIONAIRES shall make an assignment for the benefit of creditors, or shall file a petition in bankruptcy or shall be adjudged a bankrupt, or the interest of the CONCESSIONAIRES under this Agreement shall be levied upon and sold upon execution or shall by operation of law become vested in another person, firm or corporation because of the insolvency of the CONCESSIONAIRES, or in the event that a receiver or trustee shall be appointed for the CONCESSIONAIRES or the interest of the CONCESSIONAIRES under this Agreement.

(e) Abandonment. In the event the CONCESSIONAIRES shall cease to operate the Concession awarded herein, or shall vacate or abandon the premises, or shall permit the same to remain vacant or unoccupied without the consent of the COUNTY, the COUNTY shall have the right to immediately terminate this Agreement.

(f) Terminating Accounting. In the event of termination under this Section, each party shall have full access to the other's financial records and accounts as they relate to this Agreement to facilitate a determination of the financial obligations of each to the other. If the parties cannot agree, then the parties agree to submit to the jurisdiction of the Courts of Seminole County, Florida, for such determination. The parties agree that in any event, and regardless of the inability of the parties to agree as to the financial obligations of each to the other, the COUNTY shall be entitled to exclusive, free, and unobstructed use and possession of the Concessions areas, immediately after the period for termination notice as provided for above has passed.

SECTION 15. ADVERTISING. All advertising by CONCESSIONAIRES, on site and off site, of the Concessions or CONCESSIONAIRES' services as it relates to this Agreement shall be approved by the Support Services Manager prior to use by CONCESSIONAIRES. The CONCESSIONAIRES may also be permitted to utilize advertising mediums to publicize the existence of the Concession's operation with COUNTY approval.

SECTION 16. UTILITY SERVICE. The COUNTY shall provide, at no cost to the CONCESSIONAIRES, water, electricity and sewer service. All maintenance and repairs required to enjoy any utility service shall be at CONCESSIONAIRES' sole cost and expense.

SECTION 17. TAXES. The CONCESSIONAIRES shall pay any and all taxes or special assessments which may be levied or assessed upon the Concession leased hereunder. The CONCESSIONAIRES shall pay all taxes on its own personal property and leasehold. CONCESSIONAIRES shall be re-

sponsible for all sales taxes which may arise in connection with the operation of its business.

SECTION 18. TERMINATION FOR CONVENIENCE. Upon providing thirty (30) day advance written notice, the COUNTY may terminate this Agreement for convenience of the COUNTY.

SECTION 19. INSPECTION. The COUNTY shall have the right to inspect, as it deems necessary, any or all of the CONCESSIONAIRES' operations including plants or warehouses, and when accompanied by the CONCESSIONAIRES' representative, other sources preparing or supplying food, milk or beverage items, etc., to ensure full compliance with health and sanitation standards. Based upon inspections, the COUNTY may reject any food, milk, or beverage items, etc., not conforming to health sanitation standards. Food handling and related personnel must meet standards of cleanliness and neatness which are acceptable to the Support Services Manager. All health and other regulations pertaining to food handling personnel shall be complied with.

SECTION 20. ASSIGNMENTS. Neither party to this Agreement shall assign this Agreement nor any interest arising herein, without the written consent of the other.

SECTION 21. SUBCONTRACTORS. CONCESSIONAIRES shall not enter into subcontracts for any of the services to be performed hereunder by him without the prior written consent of the COUNTY.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed by the parties that, at all times and for all purposes within the scope of this Agreement, the relationship of CONCESSIONAIRES to the COUNTY is that of independent contractor and not that of employee. No statement contained in

this Agreement shall be construed so as to find the CONCESSIONAIRES an employee of the COUNTY, and the CONCESSIONAIRES shall be entitled to none of the rights, privileges or benefits of Seminole County employees.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONCESSIONAIRES in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 24. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof as well as any previous agreements presently in effect between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties.

SECTION 25. WAIVER OF BREACH OR DEFAULT. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement unless stated to be such in writing and duly signed by the parties.

SECTION 26. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR COUNTY

Support Services Manager
Seminole County Services Building
200 W. County Home Road
Sanford, Florida 32773-6179

FOR CONCESSIONAIRES

Timothy J. and Pamela M. Grubbs
1080 Welch Circle
Apopka, Florida 32712

Either of the parties may change, by written notice as provided herein, the addresses or persons for receipt of notices.

SECTION 27. AMENDMENTS. COUNTY or CONCESSIONAIRES may request amendments that would increase, decrease, change or clarify any of the provisions of this Agreement. Such changes must be authorized by COUNTY in writing and duly signed by the parties.

SECTION 28. EQUAL OPPORTUNITY EMPLOYMENT. CONCESSIONAIRES agree that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 29. PUBLIC RECORDS LAW. CONCESSIONAIRES acknowledge COUNTY's obligations under Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONCESSIONAIRES acknowledge that COUNTY is required to comply with Chapter 119, Florida

Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 30. GOVERNING LAW. This Agreement shall be governed by the Laws of the State of Florida.

IN WITNESS WHEREOF, the parties hereunto set their hands as of the dates written below.

Witness

By: _____
TIMOTHY J. GRUBBS, Owner

Witness

Date: _____

Witness

By: _____
PAMELA M. GRUBBS, Owner

Witness

Date: _____

WITNESSES:

SEMINOLE COUNTY, FLORIDA

By: _____
J. KEVIN GRACE, County Manager

Date: _____

For the use and reliance
of Seminole County only.

Within authority of Resolution
No. 93-R-71 adopted February 23,
1993.

Approved as to form and
legal sufficiency.

County Attorney
AC/lpk
1/23/04
RFP-4206

Attachments:

Attachment "A" - Scope of Services
Attachment "B" - Price Proposal Form

Attachment A
Scope of Services

Concession-Seminole Softball Complex

1. Food Concessionaire will be required to service softball league and tournament play at Seminole Softball Complex for the Spring, Summer, Fall, and Winter leagues. Schedule will be provided quarterly.
2. Food Concessionaire will receive a schedule of games from the Park and Recreation Division. The concession stand will be open for business thirty (30) minutes prior to starting game times, 6:30 PM, and will stay open until the last game finishes or 10:00 PM, whichever comes first. When scheduled to service an event, the concession stand will be open thirty (30) minutes prior to the start of the event.
3. Holidays are observed in accordance with the Seminole County official holiday calendar, unless any leagues or tournaments are scheduled at the Softball Complex. Seminole County holiday calendar is as follows:
 - New Year's Day
 - Martin Luther King Jr. Day
 - Memorial Day
 - Independence Day
 - Labor Day
 - Columbus Day
 - Veteran's Day
 - Thanksgiving Day and the day after
 - Christmas Day
4. Food Concessionaire is responsible for submitting payment, along with documentation to include cash register records wherever feasible to Seminole County Government, Support Services Division, Attn: Manager, 200 West County Home Road, Sanford, FL 32773.
5. Food Concessionaire shall not erect, maintain, or display any signs or any advertising and promotional material without approval of Seminole County Government.
6. Building design does not allow for a grill, deep fryer or cooking that produces grease laden vapor in the concession area. Food Concessionaire shall obtain approval from the Support Services Manager or his designee for any appliances the contractor wishes to utilize in the operation.
7. Employees assigned by Food Concessionaire shall meet with the approval of Seminole County Support Services Manager. The employees shall continue service only as long as work is acceptable to Seminole County Government.
8. At all times during the term of the agreement, Food Concessionaire will be responsible for keeping the food service areas in a clean, neat, and sanitary condition including the equipment and fixtures.

9. Service should be timely, attentive and friendly. Food and beverage orders will be taken promptly and in a friendly and courteous manner. Food Concessionaire is to recruit, train, supervise, direct and deploy the optimum number of employees to match the work requirements, per health code. Each employees should:
 - a. be clean, neat and well-groomed per health code
 - b. NOT handle cash and food simultaneously per health code
 - c. be free from offensive body odor
 - d. be professional, courteous, customer service-oriented and friendly to the public
10. Food Concessionaire shall supply all employees' names, social security numbers and address for the purposes of conducting background investigations. This information is to be supplied before an employee begins work.
11. Quality of food is also essential. Food Concessionaire will provide the best quality and brands of food items.
12. Food Concessionaire shall meet all applicable state and local health, safety, and fire codes.
13. Food Concessionaire shall be responsible for securing and maintaining in full force all licenses required by the County and/or other applicable authorities to operate the food service.
14. Food Concessionaire. is responsible for routine cleaning, and clean daily spillage and splashing of walls, floors, tables, chairs, etc.
15. Seminole County Government will repaint floor upon request by Food Concessionaire. Food Concessionaire will be responsible for cleaning floor for this purpose.
16. Food Concessionaire shall not employ any permanent or temporary County member to provide service at any County location nor offer discounted prices to same.
19. Concessionaire's point of contact with the County is the Program Manager at 407-788-0405.

**Section 5
Price Proposal**

PROJECT: CONCESSION SERVICES AGREEMENT FOR SEMINOLE SOFTBALL COMPLEX

CONTRACT NO. RFP-4206-03/GMG

Name of Proposer: Timothy J & Pamela M Grubbs

Mailing Address: 1080 Welch Hill Cr

Street Address: Same

City/State/Zip: Apopka, FL 32712

Phone Number: (407) 929-8853

FAX Number: (407) 875-8262

Pursuant to and in compliance with the Invitation for Bid, Instructions to Bidders, and the other documents relating thereto, the undersigned Bidder, having familiarized himself with the terms of the Contract Documents, and local conditions affecting the performance of the Work, hereby proposes and agrees to perform the required services in strict conformity Contract Documents, including Addenda Nos. _____ through _____, on file at the Purchasing and Contracts Division.

The undersigned, as Bidder, declares that the only persons or parties interested in this bid as principals are those named herein; that this bid is made without collusion with any person, firm or corporation; and he proposes and agrees, if the bid is accepted, that he/she will execute an Agreement with the COUNTY in the form set forth in the Contract Documents; that he/she will furnish the Insurance Certificates.

User Fee Payable:

User Fees:

User Fee paid to the County is to be based on a percentage of gross receipts from sales of food and beverage products less any applicable state sales taxes. List the percentage in the following paragraph.

Food & Beverage Sales:

For each and every month of the Agreement, the Contractor shall pay to the County a sum of money called User fee equal to fifteen percent (15 %) of Contractor's **gross receipts** from sales during each such calendar month or fractional calendar month from the beverage sales. For any additional fractional calendar month during the term, the Contractor shall pay the County a User fee computed as above based upon the gross receipts from sales during such fractional calendar month. The date the User fee is required will be determine after the Agreement is executed. The User Fee received after the agreed date shall

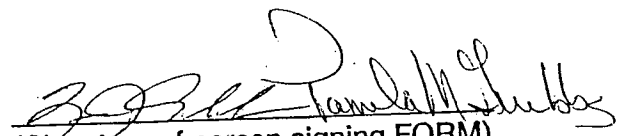
bear interest at the rate of 1-1/2% per month from the date due until paid. Checks are to be made payable to the Board of Seminole County Commissioners.

For each and every subsequent year, the User fee figure is subject to renegotiation and a mutual agreement of the parties under Contract. If a mutual agreement of the parties is not reached within a reasonable period of time as determined by the County, this Agreement may be terminated.

The Proposer shall include a Menu Schedule with cost associated with each item as part of the Price Proposal.

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 10th day of December, 2003.

Timothy J & Pamela M Grubbs
(Name of PROPOSER)


(Signature of person signing FORM)

Timothy J & Pamela M Grubbs
(Printed name of person signing FORM)

Owners
(Title of person signing FORM)

SEMINOLE COUNTY SOFTBALL CONCESSION MENU

MENU ITEM		COST
GATORADE		\$ 1.50
WATER - SMALL		\$ 1.00
WATER - LARGE		\$ 1.50
SOFT DRINK - 16OZ.		\$ 1.00
SOFT DRINK - 22OZ.		\$ 1.50
SOFT DRINK - 32OZ.		\$ 2.00
SNO CONES		\$ 1.50
HOT DOGS - SMALL		\$ 1.25
HOT DOGS - 1/4 LB.		\$ 2.00
POLISH SAUSAGE- 1/4 LB.		\$ 2.25
HAMBURGERS - 1/4 LB.		\$ 2.00
CHEESEBURBERS - 1/4 LB.		\$ 2.25
BAR-B-Q SANDWICHES*		\$ 2.25
CORN DOGS		\$ 1.50
CHICKEN SANDWICHES *		\$ 2.50
NACHOS		\$ 1.75
SINGLE SERVE PIZZA		\$ 2.50
HOT PRETZELS		\$ 1.50
POPCORN		\$ 1.00
DO-NUTS		\$ 0.75
BANANAS		\$ 0.50
CANDY		25 - 1.25
ICE CREAM		\$ 1.00
COOKIES		\$ 0.50
CRACKER JACK		\$ 0.50
CRACKERS		\$ 0.50
CHIPS		\$ 0.75
CHILI, KRAUT, CHEESE (EXTRA FOR DOGS, NACHOS)		\$ 0.25
*CHICKEN SANDWICHES ONLY AS SPECIAL ITEM		
FOR TOURNAMENTS THAT REQUEST IT.		

EACH